

# EXHIBIT A

SUPREME COURT  
STATE OF NEW YORK  
COUNTY OF ERIE

-----X  
AEGIS SECURITY INSURANCE COMPANY  
2407 Park Drive, Suite 200  
Harrisburg, PA 17110

Plaintiff,

-vs.-

STROCK ENTERPRISES, LTD.  
2095 Old Union Road  
Cheektowaga, NY 14227

STROCK CONTRACTING, INC.  
2095 Old Union Road  
Cheektowaga, NY 14227

## SUMMONS

DAVID L. STROCK  
70 Covent Garden Lane  
Williamsville, NY 14221

INDEX NO.: \_\_\_\_\_

LISA M. STROCK  
70 Covent Garden Lane  
Williamsville, NY 14221

LEE A. STROCK  
581 N. Blossom Road  
Elma, NY 14059

ROSEMARY A. VINCI STROCK  
581 N. Blossom Road  
Elma, NY 14059

Defendants.

-----X  
GREETNGS: You are hereby summoned to answer the attached complaint in this action and to serve a copy of your answer on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of

New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the attached complaint.

The basis of venue is the residence of the defendants herein.

Dated: October 31, 2017



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Romano, Garubo & Argentieri  
Attorneys for Plaintiff  
Daniel P. Gerwig, Of Counsel  
135 Cedar Street  
Corning, New York 14830  
(607) 962-2479

SUPREME COURT  
STATE OF NEW YORK  
COUNTY OF ERIE

-----X  
AEGIS SECURITY INSURANCE COMPANY  
2407 Park Drive, Suite 200  
Harrisburg, PA 17110

Plaintiff,

-V.-

**COMPLAINT**

STROCK ENTERPRISES, LTD.  
2095 Old Union Road  
Cheektowaga, NY 14227

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581 N. Blossom Road  
Elma, NY 14059

Defendants.  
-----X

Plaintiff, AEGIS SECURITY INSURANCE COMPANY, through its undersigned counsel,  
sets forth the following as and for its Complaint against Defendants, STROCK  
ENTERPRISES, LTD., STROCK CONTRACTING, INC., DAVID L. STROCK, LISA M.  
STROCK, LEE A. STROCK, and ROSEMARY A. VINCI STROCK:

**PARTIES:**

1. Plaintiff, Aegis Security Insurance Company ("Aegis" or "Plaintiff" or "Surety"), is a corporation incorporated under the laws of the Commonwealth of Pennsylvania that maintains its principal place of business in Dauphin County, Commonwealth of Pennsylvania at 4507 North Front Street, Suite 200, Harrisburg, Pennsylvania.

2. Defendant, Strock Enterprises, Ltd., is a corporation conducting business at the above-captioned address.

3. Defendant, Strock Contracting, Inc., is a corporation conducting business at the above-captioned address.

4. Defendant, David L. Strock is an adult individual and resides at the above-captioned address.

5. Defendant, Lisa M. Strock is an adult individual and resides at the above-captioned address.

6. Defendant, Lee A. Strock is an adult individual and resides at the above-captioned address.

7. Defendant, Rosemary A. Vinci Strock is an adult individual and resides at the above-captioned address.

8. Said defendants have at all times relevant herein conducted business with Surety.

**FIRST COUNT**

9. Plaintiff repeats each and every allegation contained in the foregoing paragraphs 1 through 10 as if same were more fully set forth herein at length.

10. Defendant, Strock Enterprises, Ltd. is the Principal and Defendants, Strock Contracting, Inc., David L. Strock, Lisa M. Strock, Lee A. Strock, and Rosemary A. Vinci Strock, are the Indemnitors under that certain Agreement of Indemnity ("Strock AOI") dated and executed on March 18, 2015. A true copy of the original of said Strock AOI, including signatures of executing Defendants, is annexed hereto as Exhibit 1 of this Complaint.

11. Thereafter, and in consideration of the terms and provisions of the Strock AOI agreed upon by the Defendants, and in reliance upon the Strock AOI, Aegis issued various payment and performance surety bonds to its Principal, Defendant, Strock Contracting, Inc., for use by the Defendant in conducting its construction business for projects which required a surety bond thereon.

12. For purposes of the present action, Aegis furnished the following Bonds:

(a) Payment and Performance Bonds B10 024 802 to Obligee, Army Contracting Command, dated March 19, 2015, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., to replace underground water lines post wide under Contract No.: W911PT-15-C-0004, and pursuant to a Bond Rider dated April 16, 2015, said bond is in the aggregate penal sum of \$4,430,555.92;

(b) Payment and Performance Bonds B10 024 813 to Obligee, USACE Buffalo, dated April 27, 2015, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., for the purpose of MT Morris Dam Debris Removal 2015 under Contract No.: W912P4-15-D-0003-0001, which bond is in the aggregate penal sum of \$282,915.00;

(c) Payment Bond B10 026 037 to Oblige, Operational Contracting Office, dated August 27, 2015, pursuant to a construction contract between Oblige and Defendant, Strock Enterprises, Ltd., to repair vehicle inspection building 894 under Contract No.: FA6670-14-D-0003-0002, which bond is in the aggregate penal sum of \$47,405.26; and

(d) Payment and Performance Bonds B10 026 043 to Oblige, Fort Drum MICC, dated September 14, 2015, pursuant to a construction contract between Oblige and Defendant, Strock Enterprises, Ltd., to repair Borland Road under Contract Nos.: W911S2-12-D-8005 and W911S2-12-D-8005-0012, which bond is in the aggregate penal sum of \$739,274.00;

(e) Payment and Performance Bonds B10 026 045 to Oblige, Operational Contracting Office, 914 CONG/LGC, dated September 28, 2015, pursuant to a construction contract between Oblige and Defendant, Strock Enterprises, Ltd., to demolish building 811 under Contract No.: FA6670-14-D-0003-0003, which bond is in the aggregate penal sum of \$53,951.34;

(f) Payment and Performance Bonds B10 026 046 to Oblige, Operational Contracting Office, 914 CONG/LGC, dated September 28, 2015, pursuant to a construction contract between Oblige and Defendant, Strock Enterprises, Ltd., to renovate building 700 under Contract No.: FA6670-14-D-0003-0004, which bond is in the aggregate penal sum of \$539,998.86;

(g) Payment and Performance Bonds B10 026 047 to Oblige, Operational Contracting Office, 914 CONG/LGC, dated September 28, 2015, pursuant to a construction contract between Oblige and Defendant, Strock Enterprises, Ltd., to

repair indoor range building 427 under Contract No.: FA6670-14-D-0003-0005, which bond is in the aggregate penal sum of \$29,971.46;

(h) Payment and Performance Bonds B10 026 049 to Obligee, Operational Contracting Office, 914 CONG/LGC, dated October 6, 2015, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., to repair building 907 under Contract No.: FA6670-14-D-0003-0006, which bond is in the aggregate penal sum of \$206,658.69;

(i) Payment and Performance Bonds B10 026 600 to Obligee, Operational Contracting Office, 914 CONG/LGC, dated October 6, 2015, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., to repair building 827 under Contract No.: FA6670-14-D-0003-0008, which bond is in the aggregate penal sum of \$57,242.00;

(j) Payment and Performance Bonds B10 026 624 to Obligee, Operational Contracting Office, 914 CONG/LGC, dated April 5, 2016, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., to repair building number 600 under Contract No.: FA6670-14-D-0003-0007, which bond is in the aggregate penal sum of \$211,967.34;

(k) Payment and Performance Bonds B10 027 607 to Obligee, MICC Fort Drum, dated May 16, 2016, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., to repair storm drainage at P25 and P26 under Contract Nos.: W911S2-12-D-8005 and W911S2-12-D-8005-0013, which bond is in the aggregate penal sum of \$234,714.00; and



(l) Payment and Performance Bonds B10 027 614 to Obligee, USACE – Buffalo, dated May 27, 2016, pursuant to a construction contract between Obligee and Defendant, Strock Enterprises, Ltd., for MT Morris Dam Debris Removal 2016 under Contract No.: W912P4-15-D-0003-0002, which bond is in the aggregate penal sum of \$311,575.00.

True copies of the bonds are annexed hereto and incorporated herein as, Group Exhibit “2”, of this Complaint.

13. To date, Aegis received various claims against the bonds issued by Aegis to Defendant, Strock Enterprises, Ltd.

14. Pursuant to its rights under the Strock AOI, Aegis has settled certain claims as follows:

- (a) A.J. Vel, Ltd. For the sum of \$4,020.50 under Bond B10 024 802;
- (b) ANJO Construction, Ltd. for the sum of \$649,925.54 under Bond B10 024 802;
- (c) Anderson Equipment Company (NY), Inc. for the sum of \$3,460.32 under Bond B10 024 802;
- (d) HD Supply Waterworks, Ltd. for the sum of \$23,544.22 under Bond B10 024 802;
- (e) McWane Ductile for the sum of \$64,169.05 under Bond B10 024 802;
- (f) New Castle Asphalt, LLC for the sum of \$75,382.32 under Bond B10 024 802;

- (g) R.J. Valente Gravel, Inc. for the sum of \$20,871.54 under Bond B10 024 802;
- (h) Ryan Hecht for the sum of \$80,718.35 under Bond B10 024 802;
- (i) Storage Solutions of NY, Inc. for the sum of \$53,422.50 under Bond B10 024 802;
- (j) The Vellano Corporation for the sum of \$364,065.20 under Bond B10 024 802;
- (k) Tradesman International, LLC for the sum of \$5,404.57 under Bond B10 024 802;
- (l) United Risk Management for the sum of \$1,518.00 under Bond B10 024 802;
- (m) V. Zappala & Co., Inc. for the sum of \$1,648.40 under Bond B10 024 802;
- (n) Dave Reisdorf, Inc. for the sum of \$6,106.18 under Bond B10 024 813;
- (o) Ferguson Enterprises d/b/a Ferguson Waterworks for the sum of \$29,550.66 under Bond B10 026 037;
- (p) Aubertine & Currier Architects for the sum of \$27,658.65 under Bond B10 026 043;
- (q) Ballou Trucking for the sum of \$30,720.00 under Bond B10 026 043;
- (r) Camp Precast Concrete Products, Inc. for the sum of \$16,500.00 under Bond B10 026 043;

- (s) Hanson Aggregates of New York, LLC for the sum of \$78,708.99 under Bond B10 026 043;
- (t) Kevin Eddy Trucking for the sum of \$5,865.00 under Bond B10 026 043;
- (u) McQuade & Bannigan, Inc. for the sum of \$17,416.20 under Bond B10 026 043;
- (v) Clarence Wall & Ceiling, Inc. for the sum of \$9,775.60 under Bond B10 026 046;
- (w) Salerno Paint & Paper, Inc. for the sum of \$36,500.00 under Bond B10 026 046;
- (x) RP Mechanical for the sum of \$12,502.00 under Bond B10 026 600;
- (y) O'Connell Electric Co., Inc. for the sum of \$975.13 under Bond B10 026 600;
- (z) Heritage Contracting Flooring, LLC for the sum of \$7,899.00 under Bond B10 026 624;
- (aa) Metro Contracting & Environmental, Inc. for the sum of \$1,900.00 under Bond B10 026 624;
- (bb) RP Mechanical for the sum of \$15,925.55 under Bond B10 026 624;
- (cc) Aubertine & Currier Architects for the sum of \$526.70 under Bond B10 027 607;

(dd) Camp Precast Concrete Products, Inc. for the sum of \$41,000.00 under Bond B10 027 607;

(ee) Economy Construction Services, LLC for the sum of \$32,825.00 under Bond B10 027 614; and

(ff) OSC Manufacturing & Equipment Svs, Inc. for the sum of \$41,598.47 under Bond B10 027 614.

15. Paragraph 1(c) of the AOI defines an "Event of Default" to include, in pertinent parts:

*(iii) any failure, delay, refusal or inability of the Principal to pay claims, bills, . . . or other indebtedness incurred in, or in connection with the performance of any Contract to the extent due, in whole or in part;*

*(iv) any failure to perform or comply with, any of the terms covenants or obligations set forth in [the] Agreement, including, but not limited to, any Additional Covenant set forth and annexed [to the Agreement];*

*(v) any failure to pay or discharge, when due, an indebtedness of any Indemnitor to the Surety, including, but not limited to the payment of . . . attorney's fees and the costs of enforcing [the] Agreement; and*

*(x) any other material change in the Principal's business operation or financial condition or the happening of any event other than those specified [in paragraph 1] which, in the Surety's sole opinion, may expose the Surety to loss, cost or expense. (italicized emphasis added.)*

16. Defendants have breached the Strock AOI by defaulting pursuant to its terms and provision and as a result of said default, have caused Aegis or exposed

Aegis to aggregate claims, losses, expenses, or damages in the aggregate amount to date of \$1,602,054.45, attorney's fees, expert and consultant costs and expenses of litigation investigation and defense in the amount of \$129,950.81, for an aggregate loss and damage amount of \$1,732,005.26.

WHEREFORE, Plaintiff, Aegis Security Insurance Company prays the Honorable Court enter judgment in favor of Plaintiff, AEGIS SECURITY INSURANCE COMPANY, and against Defendants, STROCK ENTERPRISES, LTD., STROCK CONTRACTING, INC., DAVID L. STROCK, LISA M. STROCK, LEE A. STROCK, and ROSEMARY A. VINCI STROCK, , individually and jointly, in the Principal Sum of \$1,602,054.45 plus attorney's fees, expert and consulting fees and expenses of litigation investigation and defense in the amount of \$129,950.81, for an aggregate loss and damage amount of \$1,732,005.26, plus costs and disbursements with interest at nine percent (9%) per annum, along with any further or different relief that the court may deem reasonable.

Dated: 31 October 2017

Respectfully submitted:



Romano, Garubo & Argentieri  
Attorneys for Plaintiff  
Daniel P. Gerwig, Of Counsel  
135 Cedar Street  
Corning, New York 14830  
(607) 962-2479

VERIFICATION

STATE OF CALIFORNIA )

COUNTY OF San Diego )

Micah Schwartz, of On Point Risk Solutions, Inc., as authorized agent of AEGIS SECURITY INSURANCE COMPANY hereby states: I am a Surety Claims Consultant for On Point Risk Solutions, Inc., the authorized agent for the plaintiff herein and I am authorized to make this verification, that I have read the contents of the foregoing Complaint and the same is true to my own knowledge except for those matters based upon information and belief, and as to those matters I believe the same to be true. Verification of payment for the claims made herein is based upon the plaintiff's business records.

  
MICAHA SCHWARTZ, On Point Risk Solutions, Inc.,  
as authorized agent of  
AEGIS SECURITY INSURANCE COMPANY

Sworn to before me on  
25 October 2017.

\_\_\_\_\_  
Notary Public

(Affix Stamp or Seal)

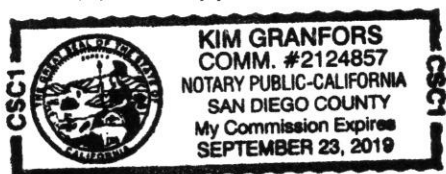
*See attached*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 25th  
day of October, 20 17, by Micah Schwartz

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read "Kim Granfors", written over a horizontal line.

# EXHIBIT “Aegis 1”



# AGREEMENT OF INDEMNITY

THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR RESPONSIBILITIES AND OBLIGATIONS TO AEGIS SECURITY INSURANCE COMPANY WITH REGARD TO THE BOND FOR WHICH YOU HAVE APPLIED AND ANY FUTURE BONDS WHICH MAY BE ISSUED TO YOU OR ON YOUR BEHALF. READ THIS DOCUMENT CAREFULLY, AND IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND IT FULLY, CONSULT WITH YOUR ATTORNEY.

THIS Agreement of Indemnity (hereinafter referred to as the "Agreement"), made and entered into this 18th day of March 2015, by Strock Enterprises, Ltd. 2095 Old Union Road, Cheektowaga, NY 14227 (Insert full name and address of Contractor), (hereinafter referred to as the "Principal") and Strock Contracting, Inc. 2095 Old Union Road, Cheektowaga, NY 14227; David L. Strock, 102 The Village Green, Williamsville, NY 14221; Lisa M. Strock, 109 The Village Green, Williamsville, NY 14221; Lee A. Strock, 581 N. Blossom Road, Elma, NY 14052; Rosemary A. Vinci Strock, 581 N. Blossom Road, Elma, NY 14052 (Insert full names and addresses of Indemnitors, if any), (hereinafter referred to as "the Indemnitors") and AEGIS SECURITY INSURANCE COMPANY, Harrisburg, Pennsylvania (hereinafter referred to as the "Surety").

The Principal, in its own name or as co-venturer with others, or the Indemnitors (or any of them) may desire or be required to give or procure Bonds now or in the future, or may desire to cause the Surety to refrain from canceling such Bonds. The Principal and Indemnitors understand that the Surety expressly requires the execution and delivery of this Agreement as part of the consideration for either issuing or from refraining from canceling such Bonds, either now or in the future. The Principal and the Indemnitors have substantial, material or beneficial interest in obtaining, renewing, continuing or substituting such Bonds. The Surety has relied upon and will continue to rely upon the representations of the Principal and the Indemnitors as to their character, identity, control, beneficial ownership, financial condition and existence in executing, renewing, continuing or substituting such Bonds. All financial information, documents and schedules provided to the Surety by Indemnitors or the Principal are incorporated herein by reference thereto.

In consideration of the foregoing, the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the undersigned, the Principal and the Indemnitors for themselves, their heirs, executors, administrators, successors, subsidiaries, parents and assigns, present or future, jointly and severally, whether alone or in joint venture with others not named herein, hereby covenant and agree with the Surety as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following respective meanings:

(a) "Bond" or "Bonds" means any undertaking, contract of suretyship, guaranty or indemnity, an agreement or consent to provide such an undertaking or contract, and the continuation, extension, alteration, renewal or substitution of such an undertaking, contract, agreement or consent, whether with the same or different penalties or conditions executed or procured by the Surety on behalf of the Principal.

(b) "Contract" means an agreement between the Principal and a third party, together with all associated documents (including, but not limited to, general and special conditions, specifications and drawings that are a part of the contract) that may be the subject matter of one or more Bonds executed on behalf of Principal and by Surety.

(c) "Event of Default" means any one or more of the following: (i) any declaration of default by an obligee on any Bond; (ii) any abandonment, forfeiture or breach of, or failure, refusal or inability to perform any Contract or obligation which is the subject of any Bond, whether actual or alleged; (iii) any failure, delay, refusal or inability of the Principal to pay claims, bills, Bond premiums, or other indebtedness incurred in, or in connection with the performance of any Contract, to the extent due, in whole or in part; (iv) any failure to perform or comply with, any of the terms, covenants or obligations set forth in this Agreement, including, but not limited to, any Additional Covenants set forth and annexed hereto; (v) any failure to pay or discharge, when due, an indebtedness of any Indemnitor to the Surety, including, but not limited to the payment of Bond premiums and fees, payments in exoneration attorney's fees and the cost of enforcing this Agreement; (vi) any assignment by the Principal for the benefit of creditors or any appointment or application by the Principal of a receiver or trustee for the Principal or its property, whether insolvent or not, or any application by the Principal for reorganization, dissolution or arrangement under the bankruptcy laws of the United States or any state, possession or territory thereof, or initiation of any such proceeding relating to the Principal by a third party; (vii) if the Principal is an individual, the Principals' death, disappearance, or incompetency, or, if the Principal is any other type of entity, any change or threat of change in control or existence; (viii) any sale of the Principal's assets or diminution thereof which impairs the Principal's ability to conduct business; (ix) any proceeding or the exercise of rights which deprives or impairs the Principal's ability to use its plant, machinery, equipment, plans, drawings, tools, supplies, manpower, workforce or materials; (x) any other material change in the Principal's business operation or financial condition or the happening of any event other than those specified above which, in the Surety's sole opinion, may expose the Surety to loss, cost or expense.

B-2 Revised (11/09)

Initial

*[Handwritten signature]*  
*[Handwritten initials]*

(d) "Principal" means the individuals, firms or corporations identified on Page 1 of this Agreement, as well as any of their present or future subsidiaries, affiliates, parents or successors in interest, whether alone or in joint venture with others not named herein, including any such entity for which the Surety executes Bonds.

(e) "Surety" means Aegis Security Insurance Company and its successors, assigns, affiliates, associates and subsidiaries.

(f) "Indemnitor" or "Indemnitors" means the Principal and each person or entity signing or identified within this Agreement as an Indemnitor.

2. **Premium.** The Principal and Indemnitors will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Principal or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

3. **Indemnification and Hold Harmless.**

(a) The Principal and Indemnitors shall exonerate, hold harmless, indemnify and keep indemnified the Surety from and against any and all claims, demands and liability for losses, costs, damages, and expenses of whatsoever kind or nature, (including but not limited to interest, court costs, counsel fees, and/or investigative costs), and from and against any and all other such losses and expenses which the Surety may sustain or incur: (i) by reason of having executed or procured the execution of Bonds; (ii) by reason of the failure of the Principal or any one or more of the Indemnitors to perform or comply with any of the covenants, terms or conditions of this Agreement; (iii) in enforcing any of the covenants or conditions of this Agreement; (iv) in making an investigation, obtaining or attempting to obtain a release, or recovering or attempting to recover losses, expenses, or unpaid Bond premium in connection with any Bond; or (v) in prosecuting or defending any action or claim in connection with any Bond, whether the Surety, at its sole option, elects to employ its own counsel or permits or requires the Principal to make arrangements for the Surety's legal representation.

(b) **Right to Deposit of Collateral** - The Principal and Indemnitors shall make payment to the Surety immediately upon demand by the Surety. The Surety may demand payment in an amount: (i) equal to the amount of any reserve set by the Surety, or (ii) equal to such amount as the Surety, in its sole judgment, shall deem sufficient to protect it from loss. The Surety shall have the right to use the deposit, or any part thereof, in payment or settlement of any liability, loss or expense for which the Indemnitors are obligated to indemnify the Surety under the terms of this Agreement. The Surety's rights under this Agreement shall not be limited to the amount of any demand, reserve, deposit, or collateral from any Principal, Indemnitor or others. The Surety shall have no obligation to invest, or to provide a return on, the deposit. The Principal and Indemnitors shall be entitled to the refund of any unused portion of the deposit upon termination of the liability of the Surety on all Bonds and the performance by the Principal and Indemnitors of all obligations to the Surety under the terms of this Agreement. The Surety's demand shall be sufficient if sent by registered or certified mail, by facsimile transmission, or by personal service to the Principal and Indemnitors at the addresses stated herein, or at the addresses of the Principal and Indemnitors last known to the Surety, regardless of whether actually received. The Principal and Indemnitors acknowledge that the failure of the Principal and Indemnitors to deposit with the Surety, immediately upon demand, the sum demanded by the Surety as collateral security shall cause irreparable harm to the Surety for which the Surety has no adequate remedy at law. The Principal and Indemnitors agree that the Surety shall be entitled to injunctive relief for specific performance of the obligation of Principal and Indemnitors to deposit with the Surety the sum demanded as collateral security and hereby waive any claims or defenses to the contrary.

(c) In the event of any payment by the Surety, the Principal and Indemnitors further agree that in any accounting between the Surety and the Principal and Indemnitors, or any one or more of them, the Surety shall be entitled to reimbursement for any and all payments, disbursements and advances made by it in good faith in and about the matters contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity, or expediency existed; and that any vouchers, affidavits or other evidence of any such payments made by the Surety shall be prima facie evidence of the propriety and fact of any payment and amount of the liability therefore to the Surety. In addition to the payments to be made to the Surety as set forth above, the Principal and Indemnitors agree to pay to the Surety expenses (including, but not limited to, court costs and counsel fees) and interest on all disbursements made by Surety as a consequence of the execution of one or more Bonds, at the rate of two percent above the then prime rate of interest (as published in the Wall Street Journal or other reputable source) as calculated from either the date of issuance by the Surety of the Bond, or from the date of each disbursement by the Surety, at the sole discretion of the Surety.

4. **Assignment.**

(a) The Principal and Indemnitors, to the extent of their interests therein, hereby assign, pledge, transfer and convey to the Surety as collateral security to secure any and all obligations or liabilities of the Principal and Indemnitors to the Surety whenever or however incurred: (i) all of the rights of the Principal in, and arising in any manner out of, any Contract, including, but not limited to, any monies

*[Handwritten signature]*  
2 28

due therefrom; (ii) all of the right, title and interest of the Principal and/or Indemnitors in and to all machinery, equipment, plant, tools, inventory and materials which are now, or may hereafter be, utilized in connection with any Contract, regardless of whether they are located at a construction site, in storage elsewhere or in transit anywhere; (iii) all right, title and interest of the Principal in and to all subcontracts and purchase orders let or to be let in connection with any Contract and in and to all surety bonds, guarantees or other undertakings supporting such subcontracts or purchase orders; (iv) all right, title and interest of the Principal in and to any actions, causes of action, claims or demands whatsoever which the Principal may have or acquire against any party to the Contract or in connection with the Contract, including, but not limited to, those against obligees or bonds, design professionals, prime contractors, subcontractors, laborers or materialmen or any person furnishing or supplying labor, materials, supplies, machinery, tools, inventory or other equipment in connection with or on account of any Contract and against a surety of any obligee, subcontractor, laborer or materialmen; (v) all monies due or to become due to the Principal on any policy of insurance relating to any claims arising out of the performance of any Contract, including, but not limited to, claims under builders risk, fire, employee dishonesty or workers compensation insurance policies, including premium refunds; (vi) any Additional Collateral more particularly described on any Schedule annexed hereto and incorporated herein by reference; and (vii) all other real or personal property now owned or hereafter acquired by each of the Indemnitors, including accounts receivable, notes receivable, choses in action and proceeds of collateral. All financial information documents and schedules provided to the Surety by Indemnitors or the Principal are incorporated herein by reference thereto.

(b) The aforementioned assignment, transfer and conveyance shall become effective as of the effective date of each Bond executed by the Surety. The Surety may exercise its rights under this Paragraph 4 upon the occurrence of an Event of Default under this Agreement.

(c) From time to time as circumstances so require, the Surety reserves the right in its sole discretion to require collateral in addition to any described on any Schedule annexed hereto and incorporated herein by reference. The amount thereof shall be designated by the Surety, in its sole discretion. The Principal and Indemnitors shall be obligated to provide such additional security immediately upon demand by Surety. The Surety has the sole discretion to determine whether collateral already in its possession is adequate.

5. Changes; Waiver of Notice and Defenses. The Surety, at its sole option and discretion, is authorized, without notice to or knowledge of the Principal or Indemnitors, notice being hereby expressly waived: (a) to agree or refuse to agree to any change whatsoever in any Bond or Contract, including, but not limited to, any change in the time for completion of a Contract, the scope of a Contract and to payments or advances thereunder before they become due; (b) to consent to or refuse to consent to any assignment or assignments of any Bonds; and (c) to execute or consent to the execution of any continuations, extensions or renewals of any Bonds and to execute any substitutes therefore, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties or to refuse to execute or consent to the executions of such continuations, extensions, renewals or substitutions. It is expressly understood and agreed that the Principal and Indemnitors shall remain bound under the terms of this Agreement even though any such consent or refusal by the Surety does or might substantially increase the Principal's and Indemnitors' liability to the Surety or others; and that the Principal and Indemnitors shall be liable to Surety pursuant to this Agreement on account of any such changed, altered, modified, amended, limited, renewed, substituted or extended Bond or Bonds. The Principal and Indemnitors hereby waive notice of the execution of any Bond and of any act, fact or information concerning or affecting the rights or liabilities of the Surety or the rights or liabilities of the Principal or Indemnitors.

6. Advances. The Surety, at its sole option and with sole discretion, may guaranty loans, advance or lend to, or for the account of, the Principal any money which the Surety believes to be in its best interest. It may with sole discretion, not guaranty loans, refuse to advance money and/or at any time, cancel such guaranty or loans with or without notice to the Principal. All money expended by the Surety, or loaned or advanced by the Surety under this paragraph and all related costs and expenses, shall constitute indemnity obligations for the Principal and Indemnitors under Paragraph 3 of this Agreement and shall be presumed to be a loss to the Surety.

7. Prosecution of Claims; Settlement. The Surety shall have the full and exclusive right, in its name or in the name of the Principal, but not the obligation, to prosecute, compromise, release or otherwise resolve any of the claims, causes of action or other rights assigned to the Surety in Paragraph 4 above, upon which terms as the Surety, in its sole discretion, shall deem appropriate. The Surety shall have the exclusive right in its name or in the name of the Principal to adjust, settle or compromise any claim, counterclaim, demand, suit or judgment involving any Bond or to take whatever other action it may deem necessary, expedient or appropriate. Any amounts paid by the Surety in good faith under the belief that (1) the Surety was or might be liable therefore, and (2) such payments were necessary or advisable to protect any of the Surety's rights or to avoid or lessen the Surety's liability or alleged liability are within the sole discretion of the Surety as to whether to adjust, settle or compromise. The Surety's determination as to whether any such claim, counterclaim, demand, suit or judgment should be settled or defended shall be final, binding and conclusive upon the Principal and Indemnitors. In the event that the Principal and/or the Indemnitors request the Surety to litigate any claim or demand, or to defend a suit or to appeal from a judgment, and in the event that the Surety agrees to do so, which decision shall rest in the sole discretion of the Surety, the Surety shall have the right to demand and receive from the Principal and the Indemnitors prior to commencing the defense or appeal, such cash or collateral security satisfactory to the Surety in kind and amount to be used in paying any judgment or judgments rendered, or that might be rendered, with interest, costs, expenses and attorney's fees, including those of the Surety. In the event that the Surety decides to litigate any claim, the Principal and Indemnitors shall fully cooperate with the Surety in the defense or prosecution thereof.

Initial

*[Signature]*  
75 28

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8. **Trust Funds.** The Principal and Indemnitors acknowledge and agree that all payments received for or on account of any Contract shall be held in trust as a trust fund for the payment of obligations incurred or to be incurred in the performance of any Contract and for labor, materials and services furnished in the prosecution of the work required in any Contract or any extension or modification thereof. It is expressly understood and declared that all monies due and to become due under any Contract are also trust funds, whether in the possession of the Principal or Indemnitors or otherwise. The trust funds shall be for the benefit and payment of all obligations for which the Surety may be liable as a consequence of execution of any Bond. The trust shall inure to the benefit of the Surety for any liability or loss it may have or sustain as a consequence of execution of any Bonds, and this Agreement and declaration constitute notice of such trust. This provision as well as all provisions of this Agreement shall not be construed to create liability of the Surety to any third parties claiming to be beneficiaries, as set forth in paragraph 30 below.

9. **Security Interest.** This Agreement shall constitute a Security Agreement for the benefit of the Surety as a secured party and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code or similar statute and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law or in equity. The Surety may make such additions to this Agreement, including the attachment of schedules more specifically describing the collateral as may be necessary to permit its filing as a financial statement under the Uniform Commercial Code, and the Principal and Indemnitors agree to execute and deliver such further instruments as may be necessary to perfect and protect the Surety's interest. A copy of this Agreement shall be sufficient for filing as a financing statement.

10. **Covenants.** The Principal and each of the Indemnitors agrees that, until the liability of the Surety as a consequence of execution of all Bonds is terminated and the Surety is fully reimbursed and indemnified for all amounts due to it under this Agreement and by operation of law, the Principal and each of the Indemnitors: (a) will promptly pay to the Surety all premiums and charges of the Surety for the Bonds, including, but not limited to, any additional premium resulting from any increase in payments to the Principal under any Contract; (b) will furnish the Surety with such information as it may request from time to time concerning the Principal and each of the Indemnitors' financial condition or the status of work under any contracts and the payment of obligations incurred in connection therewith; (c) hereby authorize and request any banks, depositories, obligees of Bonds, materialmen, suppliers or others who have the information concerning the affairs and operations of the Principal and/or Indemnitors to provide such information to the Surety; (d) will comply with any covenants set forth on any schedules annexed hereto and incorporated herein by reference. In the event of any bankruptcy proceedings by the Principal or one or more of the Indemnitors, and to the extent permitted by law, the Principal and the Indemnitors agree and covenant to waive any rights to enforcement by the Surety of any applicable statutory automatic stay provision.

11. **Books and Records.** At any time, and until such time as the actual or potential liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to, and the Principal and Indemnitors shall furnish, reasonable access to the books, records, and accounts of the Principal and Indemnitors, and the Surety shall have the right to examine and copy said books, records and accounts; and any bank, depository, accountant, creditor, obligee or any Bonds, subcontractor, supplier, materialmen, or other person, firm or corporation when requested by the Surety is hereby authorized to furnish the Surety any information including, but not limited to, the status of the work under contracts being performed by the Principal, the condition of the performance of such contracts, and payment of accounts.

12. **Homestead.** The Principal and the Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

13. **RIGHTS UPON DEFAULT.** Upon the occurrence of any Event of Default, or any breach or delay asserted by the Obligor with respect to any Contract or Bond, and in addition to any other rights it may possess under this agreement or as a matter of law the Surety shall have the right, at its option and in its sole discretion, and is hereby authorized, but not required with or without exercising any other right or option conferred upon it by law or by the terms of this Agreement, to: (a) take possession of any part of all of the work under any Contracts and at the expense of the Principal and the Indemnitors, to complete or arrange for completion of the same; (b) take possession of supplies, tools, plant, equipment, inventory and materials and to use, and consume if necessary, the same in the performance of any Contract; (c) exercise its rights regarding collateral described in Paragraph 3 or 4 of this Agreement; (d) draw down on letters of credit or liquidate or foreclose on any other additional collateral described on any schedule annexed hereto; (e) execute in the name of the Principal any instruments deemed necessary or desirable to effectuate the foregoing. Election of one or more of the foregoing remedies shall not be deemed a waiver of any other right or remedy of Surety.

14. **Suits.** Separate suits may be brought hereunder as causes of action accrue and the bringing pendency or termination of such suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

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Initial



15. **Power of Attorney.** The Principal and Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety, or any person or persons designated by the Surety, as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights assigned, transferred and set over to the Surety by this Agreement and in their name or names to execute and deliver any and all assignments, instruments or documents required or desired by the Surety to: (a) vest in the Surety absolute title to any and all monies, property and rights hereby assigned; and (b) provide the protection and rights to the Surety contemplated by all of the provisions of this Agreement. The Principal and the Indemnitors hereby ratify and confirm all acts and actions taken and done by and on behalf of the Surety as such attorney-in-fact.

16. **Decline Execution.** The Principal and Indemnitors are not obligated to request the Surety to execute, provide or procure any Bond required by them in the conduct of their business. Furthermore, the Surety, at its option and in its sole discretion, has the right to decline to execute or issue any Bond applied for without incurring any liability whatsoever. If the Surety does execute a bid or proposal Bond, or agrees or consents to provide such contract of suretyship, the Surety has the right to decline to execute any final Bond, including but not limited to any performance, payment or maintenance Bond, that may be required in connection with any award that may be made on the bid Bond, proposal or tender to which the bid Bond, proposal Bond or agreement or consent to provide such contract of suretyship, is given.

17. **Severability and Waiver.** If any provision or provisions, or portion thereof, of this Agreement shall be void or unenforceable under the laws of any jurisdiction governing its construction or enforcement, it shall not be void or vitiated thereby, but shall be construed and enforced with the same effect as though such provision or provisions, or portion thereof, were omitted. Any election or failure by the Surety to enforce any provision of this Agreement shall not be construed as a waiver of any of the terms of this Agreement.

18. **Partial Execution and Failure of Execution.** In case any of the parties named as Principal and/or Indemnitor in this Agreement fails to execute the same, or in case the execution hereof by any of the parties shall be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the other parties executing the Agreement, but each and every party so executing shall be and remain fully bound and liable hereunder the same extent as if such failure, defect or invalidity had not existed. The obligations of the Principal and Indemnitors hereunder shall not be affected by the failure of the Principal to execute any Bond.

19. **Other Sureties.** If the Surety procures the execution of any Bond by other sureties or executes the Bonds with co-sureties or reinsures any portion of said Bonds with reinsuring sureties, then all of the terms and conditions of this Agreement shall inure to the benefit of such sureties, co-sureties and reinsuring sureties, as their interest may appear.

20. **Termination.** This Agreement is a continuing agreement which shall remain in full force and effect unless terminated. This Agreement may be terminated by the Principal or an Indemnitor only upon thirty (30) days written notice to the Surety by Registered or Certified Mail addressed to the Surety at the Surety's address identified in Paragraph 22 of this Agreement. Any notice of termination shall not operate to modify, bar, discharge, limit effect or impair the obligations of the Principal and Indemnitors under this Agreement with respect to: (a) Bonds executed prior to the effective date of such termination notice; and/or (b) Bonds executed after such date: (i) upon the award of a Contract to the Principal on a bid or proposal for which the Surety has executed a bid or proposal Bond or similar undertaking prior to such date; or (ii) any Bonds, whether or whenever executed, for which the Surety may have otherwise become obligated prior to such date to execute or for which the Surety may have incurred potential liability. Any notice of termination shall become effective only as to the Principal or those Indemnitors who have given notice of termination.

21. **Jurisdiction.** This Agreement shall be subject to and construed under the laws of the Commonwealth of Pennsylvania and jurisdiction and venue shall be Dauphin County, Pennsylvania.

22. **Notices.**

(a) The Principal and Indemnitors shall promptly provide written notice (first class mail, return receipt requested) to the Surety at its office located at 2407 Park Drive, Harrisburg, Pennsylvania, 17110 of any of the following events: (i) notice by any obligee on any Bond to the Principal that the Principal is in default or has failed or refused to perform any Contract obligation; (ii) notice by any obligee on any Bond to the Principal that the Principal cure its performance or show cause as to why the Principal should not be terminated for default; (iii) the occurrence of a payment dispute or the assertion of any claim, demand, suit, arbitration proceeding, judgment, notice or other action or proceeding which may result in liability to the Surety under any Bond; (iv) the occurrence of any material change in the Principal's financial condition; and (v) the occurrence of any Event of Default.

(b) The Principal and Indemnitors agree among themselves and acknowledge to the Surety that notification by the Surety to the Principal or to any one Indemnitor shall constitute notice to the Principal and to all Indemnitors. The Principal and each of the Indemnitors are obligated to provide to the Surety prompt notice of change of any address listed herein.

(c) The Indemnitors hereby waive notice of the execution of any Bond and of any act, fact or information concerning or affecting the rights or liabilities of the Surety or the rights or liabilities of the Indemnitors. The Indemnitors specifically acknowledge that the Surety shall not be required to notify the Indemnitors of any material change in the Principal's financial condition.

23. General Provisions.

(a) This Agreement applies to all Bonds executed or procured by the Surety for the Principal or the Indemnitors or any one of them in their names or as co-venturer with others, successors, assigns, subsidiaries, parent or affiliates, partnership, joint venture, incorporation, whether now existing or formed hereafter, and whether partially or wholly owned and controlled, as fully as if the names of such subsidiaries or affiliates appeared herein as Principal and whether executed or issued prior or subsequent to the execution of this Agreement.

(b) The rights and remedies afforded to the Surety by the terms of this Agreement may not be waived or modified orally and no written change or modification shall be effective until signed by an officer of the Surety. The execution of additional agreements by the Principal or any of the Indemnitors shall not modify the Principal's or any of the Indemnitor's obligations hereunder unless specifically stated in any additional agreements.

(c) THE PRINCIPAL AND INDEMNITORS WAIVE AND SUBORDINATE ALL RIGHTS OF INDEMNITY, SUBROGATION AND CONTRIBUTION EACH AGAINST THE OTHER HOWEVER DERIVED UNTIL ALL OBLIGATIONS TO THE SURETY UNDER THIS INDEMNITY AGREEMENT HAVE BEEN SATISFIED IN FULL.

(d) The Principal and Indemnitors acknowledge the Surety's right to enforce the provisions of this Agreement through the equitable action of Quia Timet, which among other rights, enables the Surety to seek deposits as security for anticipated losses. The Principal and Indemnitors acknowledge that, the reasonable apprehension of future losses, uncertain in amount, constitutes irreparable injury.

(e) Bonds Executed Prior to Agreement. The Principal and Indemnitors expressly recognize and covenant that this Agreement is a continuing obligation applying to and indemnifying the Surety as to any and all Bonds (regardless of whether covered by any application signed by Principal and Indemnitors; such application to be considered between the parties hereto as merely supplemental to this Agreement) heretofore and hereafter executed by Surety on behalf of Principal (whether contracting alone or as a Co-Venturer) until this Agreement shall be terminated by Principal and Indemnitors in the manner herein provided.

24. Joint and Several Liability. The obligation of the Principal and Indemnitors hereunder are joint and several. The Surety is authorized to settle any liability hereunder with the Principal and any one or more of the Indemnitors without reference to others, and such settlement shall not affect the liability of the others. Release of the Principal or one or more Indemnitors shall not affect the liability of the others.

25. Representations.

(a) Accuracy of Financial Information: Principal and Indemnitors have provided financial and other information to Surety concerning their financial condition. Principal and Indemnitors represent that such information is materially accurate in all respect, and that they have consulted with such professionals as they may have required in order to make this representation. They further acknowledge and agree that this representation is a material inducement to the Surety to issue bonds in favor of the Principal, and that Surety has justifiably relied on such representations in making a decision to issue the Bonds. All financial information, including, without limitation, documents and schedules, which has been provided to the Surety by the Principal and Indemnitors, whether provided prior to or subsequent to, the execution of this Agreement, is incorporated by herein reference thereto.

(b). Obligation to Notify Surety of Contract Changes: Principal and Indemnitors acknowledge and agree that they have an obligation to notify Surety promptly concerning any matter which materially affects their obligations under any bonded contract, including, without limitation, of any change orders which involve sums in excess of 10% (ten percent) of the bonded contract price.

(c). THE PRINCIPAL AND INDEMNITORS HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT OF INDEMNITY. EXCEPT FOR ANY PREVIOUSLY EXECUTED INDEMNITY AGREEMENT OR AGREEMENTS EXECUTED BY THE PRINCIPAL OR THE INDEMNITORS OR ANY ONE OF THEM, THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND IT INCORPORATES ALL PRIOR NEGOTIATIONS AND CORRESPONDENCE BETWEEN THE PARTIES, WHETHER WRITTEN OR ORAL. AND IT MAY NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. NO OTHER SEPARATE AGREEMENTS OR UNDERSTANDINGS MAY LESSEN OR CHANGE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT MODIFY, BAR, LIMIT, AFFECT OR IMPAIR THE OBLIGATIONS OF THE PRINCIPAL OR ANY OF THE INDEMNITORS UNDER ANY PREVIOUSLY EXEUCUTED INDEMNITY AGREEMENT.

26. **CONFESSION OF JUDGMENT.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION OF THIS AGREEMENT, THE UNDERSIGNED PRINCIPAL AND INDEMNITORS HEREBY JOINTLY SEVERALLY AND IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OF RECORD OR PROTHONOTARY OR CLERK OF ANY COURT IN ANY JURISDICTION TO APPEAR FOR ANY OR ALL OF THEM AT ANY TIME OR TIMES IN ANY COURT WITH RESPECT TO ANY SUMS DUE UNDER THIS AGREEMENT, WITH OR WITHOUT DECLARATION FILED AS OF ANY TERM, TO WAIVE THE ISSUING AND SERVICE OF PROCESS AND TO CONFESS OR ENTER JUDGMENT AGAINST ANY OR ALL OF THEM FOR ALL SUCH SUMS PAYABLE UNDER THIS AGREEMENT AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SURETY SETTING FORTH SUCH AMOUNT DUE, PLUS REASONABLE ATTORNEY'S FEES, COSTS OF SUIT AND INTEREST, WITH RELEASE OF ALL PROCEDURAL ERRORS AND WITHOUT RIGHT OF APPEAL OR STAY OF EXECUTION. IF A COPY OF THIS AGREEMENT, VERIFIED BY AFFIDAVIT, SHALL BE FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OR ATTORNEY. THE UNDERSIGNED JOINTLY AND SEVERALLY WAIVE THE RIGHT TO ANY STAY OF EXECUTION AND THE BENEFIT OF ANY AND ALL EXEMPTIONS TO WHICH THEY MAY NOW OR MAY HEREAFTER BE ENTITLED UNDER LAW. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO BRING AN ACTION OR CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER BUT THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS SURETY SHALL ELECT, WHETHER BEFORE OR AFTER DEMAND IS MADE, UNTIL ALL SUMS PAYABLE TO SURETY UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL.

PRINCIPAL AND EACH OF THE INDEMNITORS REPRESENTS AND WARRANTS THAT HE OR SHE HAS READ THE FOREGOING CONFESSION OF JUDGMENT AND UNDERSTANDS THAT HE OR SHE IS GIVING UP THE RIGHT TO A HEARING BEFORE JUDGMENT IS CONFESSED, LEVY AND EXECUTION MADE, AND THAT EACH GIVES UP THE RIGHT TO SUCH HEARING FREELY AND VOLUNTARILY IN THIS BUSINESS TRANSACTION.

27. **WAIVER OF JURY TRIAL:** BY THEIR EXECUTION AND DELIVERY OF THIS AGREEMENT, PRINCIPAL AND INDEMNITORS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THAT IT, HE, SHE, OR THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF SURETY, OR ANY OF THE OTHER PARTIES TO THIS AGREEMENT, IN CONNECTION HERewith, OR ANY OTHER MATTER WHATSOEVER RELATING TO THE ACTIONS OR INACTIONS OF SURETY ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR SURETY TO ENTER INTO THIS AGREEMENT.

28. **For OHIO Residents and Domiciliaries.** WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT CAN BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

29. **For VIRGINIA Residents and Domiciliaries.** IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

30. **No Third Party Beneficiaries:** No rights are intended to be created hereunder for the benefit of any third party, whether creditor, incidental beneficiary or otherwise.

THE EXECUTION OF ANY BOND BY THE SURETY IS MADE IN RELIANCE UPON FINANCIAL INFORMATION PROVIDED BY THE PRINCIPAL AND THE INDEMNITORS, AND SAID FINANCIAL INFORMATION IS INCORPORATED HEREIN BY REFERENCE THERETO.

Initial

IN WITNESS WHEREOF, we have hereunto set our hands and seals the date and year first above written:

ATTEST OR WITNESS:

Lisa Strock  
Attest or Witness  
Lisa M. Strock, Secretary

**STROCK ENTERPRISES, LTD.**  
(Full Name of Principal)

2095 Old Union Road, Cheektowaga, NY 14227  
(Full Address of Principal)

By: [Signature]  
(Signature of Principal, Partner, or Sole Proprietor) (Corporate Seal)  
David L. Strock, President  
Tax ID # [REDACTED]

**STROCK CONTRACTING, INC.**  
(Full Name of Indemnitor)

2095 Old Union Road, Cheektowaga, NY 14227  
(Full Address of Indemnitor)

By: [Signature]  
(Signature of Indemnitor, Partner, or Sole Proprietor) (Corporate Seal)  
Lee A. Strock, President  
Tax ID # [REDACTED]

[Signature]  
Attest or Witness

[Signature]  
(Witness)

SS# of Indemnitor

[Signature]  
(Witness)

SS# of Indemnitor

[Signature]  
(Witness)

SS# of Indemnitor

[Signature]  
(Witness)

SS# of Indemnitor

Aegis Security Insurance Company

By: \_\_\_\_\_  
(Reviewed/Approved by Home Office)

B-2 Revised (11/09)

[Signature] (L. S.)  
(Signature of Indemnitor)

DAVID L. STROCK  
70 Covent Garden Ln.  
102 The Village Green, Williamsville, NY 14221  
(Full Name and Address of Indemnitor)

Lisa Strock (L. S.)  
(Signature of Indemnitor)

LISA M. STROCK  
70 Covent Garden Ln.  
102 The Village Green, Williamsville, NY 14221  
(Full Name and Address of Indemnitor)

[Signature] (L. S.)  
(Signature of Indemnitor)

LEE A. STROCK  
581 N. Blossom Road, Elma, NY 14059  
(Full Name and Address of Indemnitor)

[Signature] (L. S.)  
(Signature of Indemnitor)

ROSEMARY A. VINCI STROCK  
581 N. Blossom Road, Elma, NY 14059  
(Full Name and Address of Indemnitor)

Initial [Signature]  
DS JS



## For Acknowledgement of PRINCIPAL'S Signature

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, before me personally come(s) \_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

(Signature of Notary Public)

## PARTNERSHIP ACKNOWLEDGEMENT

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, before me personally come(s) \_\_\_\_, a member of the co-partnership of \_\_\_\_, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

(Signature of Notary Public)

## CORPORATE ACKNOWLEDGEMENT

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_ day of \_\_\_\_, in the year \_\_\_\_, before me personally come(s) \_\_\_\_, to me known, who, being by me duly sworn, deposes and says that he resides in the City of \_\_\_\_ that he is the \_\_\_\_ of \_\_\_\_ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signature of Notary Public)

## CORPORATE ACKNOWLEDGEMENT

STATE OF New York)  
COUNTY OF Erie) ss.:On this 18th day of March, in the year 2015, before me personally come(s) David L. Strock, to me known, who, being by me duly sworn, deposes and says that he resides in the City of Williamsville, NY that he is the President of Strock Enterprises, Ltd the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signature of Notary Public)

A. MICHELE PALLADINO

Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

Initial

DL Strock  
7/7/15

## For Acknowledgement of INDEMNITORS' Signatures

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New York)  
COUNTY OF Erie) ss:

On this 18th day of March, in the year 2015, before me personally come(s) David L. Strock, to me known and know to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

A. Michele Palladino  
(Signature of Notary Public)

**A. MICHELE PALLADINO**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New York)  
COUNTY OF Erie) ss:

On this 18th day of March, in the year 2015, before me personally come(s) Lisa M. Strock, to me known and know to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

A. Michele Palladino  
(Signature of Notary Public)

**A. MICHELE PALLADINO**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New York)  
COUNTY OF Erie) ss:

On this 18th day of March, in the year 2015, before me personally come(s) Lee A. Strock, to me known and know to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

A. Michele Palladino  
(Signature of Notary Public)

**A. MICHELE PALLADINO**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New York)  
COUNTY OF Erie) ss:

On this 18th day of March, in the year 2015, before me personally come(s) Rosemary A. Vinci Strock, to me known and know to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that he executed the same.

A. Michele Palladino  
(Signature of Notary Public)

**A. MICHELE PALLADINO**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

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For Acknowledgement of INDEMNITORS' Signatures

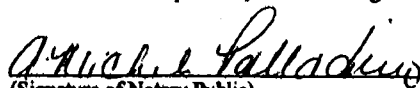
Initial MS

MS  
SS

## CORPORATE ACKNOWLEDGEMENT

STATE OF New York)  
COUNTY OF Erie) ss:

On this 18th day of March, in the year 2015, before me personally come(s) Lee A. Strock, to me known, who, being by me duly sworn, deposes and says the he resides in the City of Elma, NY that he is the President of Strock Contracting, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

  
(Signature of Notary Public)

**MICHELE PALLADINO**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, P.O. Box 3133  
HARRISBURG, PA 17110  
(717) 657-9671 & FAX: (717) 657-5837

## RESOLUTION AUTHORIZING EXECUTION OF INDEMNITY

WHEREAS, Strock Contracting, Inc., 2025 Old Union Road, Cheektowaga, NY 14227 (name of indemnifying Co.) is materially interested in having certain surety bonds or undertakings issued for Strock Enterprises, Ltd (Name of Principal Company), as Principal, and for which it has applied to Aegis Security Insurance Company ("Surety") and may from time to time in the future make application to Surety for additional bond(s) or undertaking(s); and

WHEREAS, the Surety is willing to execute as Surety such bond(s) or undertaking(s), upon the written indemnity of Strock Contracting, Inc., it is therefore;

RESOLVED that the officers authorized to execute documents on behalf of Strock Contracting, Inc. (name of indemnifying Co.), be and they hereby are authorized and empowered to execute any indemnity agreement(s), specific and/or general, requested by the Surety as consideration for the execution by it of any bond(s) or undertaking(s) on behalf of the above named Principal, and to execute any amendments to such indemnity agreements, and to execute any other or further agreements relating to any such bond(s) or undertaking(s) or collateral that may have been deposited with the Surety in connection therewith, and to take any and all other actions that may be requested by the Surety in connection with such transactions.

## CERTIFICATE OF SECRETARY

I certify that:

I, Lee A. Strock, am the duly qualified and acting secretary of Strock Contracting, Inc. (name of indemnifying Co.) a duly organized and existing corporation in the State of New York (name of State).

The foregoing is a true copy of a resolution duly adopted by the Board of Directors of such corporation at a meeting legally held on 3/18/15 (full date) and entered in the minutes of such meeting in the minute book of the corporation, or duly adopted by unanimous written consent of the Board of Directors of such corporation filed in the minutes of the proceedings of the Board on 3/18/15 (date), as authorized by the corporate bylaws or articles of incorporation of the corporation.

Such resolution is in conformity with the Articles of Incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Strock Contracting, Inc.

By: [Signature]

Lee A. Strock, Secretary

Dated: March 18, 2015

(Corp. Seal)

Notary: [Signature]

Subscribed and sworn before me this 18th  
day of March, 2015.

(Seal) \_\_\_\_\_

(Notary Public)

My Commission expires 12/31/17

B-23 (4/11)

**A. MICHELE PALLADINO**  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires Oct. 03, 2017

# EXHIBIT “Aegis 2”

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 3153  
HARRISBURG, PA 17110  
(717) 657-9671 • FAX: (717) 657-5837

## BOND EXECUTION REPORT

Bond # B10 024 802

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 3/19/2015

Bond Rate:

\$27.50 first \$100,000  
\$16.50 next \$400,000  
\$11.00 next 2,000,000  
\$8.25 remaining \$436,755

Expiration Date: 3/19/2015

Bond Amount: \$ 2,936,755.00

Premium Amount: \$ 34,953

Class Code:

Product Code:

Payable: ☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Army Contracting Command,

Address: 1 Buffington Street, Waterviet, NY 12189

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 3/19/2015

<b>PERFORMANCE BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> 3/19/2015 Executed In Duplicate	OMB Number: <b>9000-0045</b> Expiration Date: <b>6/30/2016</b>
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PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>  Strock Enterprises LTD 2095 Old Union Road Cheektowaga, NY 14227-2771	TYPE OF ORGANIZATION ("X" one)  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION  STATE OF INCORPORATION New York								
SURETY(IES) <i>(Name(s) and business address(es))</i>  Aegis Security Insurance Company 2407 Park Drive, Suite 100 Harrisburg, PA 17110	PENAL SUM OF BOND <i>(whole numbers only)</i> <table><tr><td>MILLION(S)</td><td>THOUSANDS</td><td>HUNDRED(S)</td><td>CENTS</td></tr><tr><td>002</td><td>936</td><td>755</td><td>00</td></tr></table> CONTRACT DATE 3/9/2015  CONTRACT NO. W911PT-15-C-0004  "Replace Underground Water Lines Post Wide"	MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS	002	936	755	00
MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS						
002	936	755	00						

**OBLIGATION**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS**

The Principal has entered into the contract identified above.

**THEREFORE**

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1 Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)
NAME(S) & TITLE(S) <i>(Typed)</i>	1,	2.	3.
			Corporate Seal

INDIVIDUAL SURETY(IES)	
SIGNATURE(S)	1. (Seal) 2. (Seal)
NAME(S) <i>(Typed)</i>	1. 2.

CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	Aegis Security Insurance Company 2407 Park Drive, Suite 100, Harrisburg, PA 17110	STATE OF INC. PA	LIABILITY LIMIT (\$) \$ 5,149,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Victoria Rivera, Attorney-in-Fact	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<div> <div>BOND PREMIUM</div> <div></div> </div>	RATE PER THOUSAND (\$)	TOTAL (\$)
	First \$100,000 \$27.50 per Thousand	
	Next \$400,000 \$16.50 per Thousand	
	Next \$200,000,000 \$11.00 per Thousand	\$34,953.00

Final \$436,755 \$8.25 per Thousand

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



## PAYMENT BOND

(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

3/19/2015

Executed In Duplicate

OMB Number: 9000-0045

Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
2407 Park Drive, Suite 100  
Harrisburg, PA 17110

PENAL SUM OF BOND (Whole numbers only)

MILLION(S)

THOUSAND(S)

HUNDRED(S)

CENTS

002

936

755

00

CONTRACT DATE

3/9/2015

CONTRACT NO.

W911PT-15-C-0004

"Replace Underground Water Lines  
Post Wide"

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.,	2.	3.	

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company 2407 Park Drive, Suite 100, Harrisburg, PA 17110	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			PA	\$ 5,149,000.00	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_ day of March in the year 2015, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 19th day of March in the year 2015, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**BOND RIDER**

To be attached to and form a part of Performance and Payment Bond

Bond No. B10 024 802 Dated 16th day of April 2015

Strock Enterprises LTD, 2095 Old Union Road, Cheektowaga, NY 14227-2771, as Principal, and

Aegis Security Insurance Company as Surety, in favor of United States of America

\_\_\_\_\_, as Obligor.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:

The bond amount is being increased to \$4,430,555.92.

Said Bond shall be subject to all its terms, conditions, and limitations. except as herein expressly modified.

This Bond Rider shall become effective: August 28th, 2015

IN WITNESS WHEREOF, Aegis Security Insurance Company has caused its corporate seal to be  
hereunto affixed this: 28th day of August 2015.

\_\_\_\_\_  
Alissa J. Wolf, Attorney-in -Fact

Bond No. B10 024 813 Executed in Triplicate

CONSENT OF SURETY AND INCREASE OF PENALTY	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
	W912P4-15-D-0003	0001-C	09/15/2015

4. The surety (co-sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended. The principal and surety (co-sureties) further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by Seventy Nine Thousand Five Hundred Fifty Dollars and 00/100 --- dollars (\$ 79,550.00 ) and the penalty of the payment bond or bonds is increased by Fifty Dollars and 00/100 --- dollars (\$ 79,550.00 ). However, the increase of the liability of each co-surety resulting from this consent shall not exceed the sums shown below.

5. NAME OF SURETY(IES)	6. INCREASE IN LIABILITY LIMIT UNDER PERFORMANCE BOND	7. INCREASE IN LIABILITY LIMIT UNDER PAYMENT BOND
A. Aegis Security Insurance Company	\$ 79,550.00	\$ 79,550.00
B.	\$	\$
C.	\$	\$

	A. BUSINESS ADDRESS	B. SIGNATURE*	
8.INDIVIDUAL PRINCIPAL			(Affix Seal)
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
9.CORPORATE PRINCIPAL	A. CORPORATE NAME AND BUSINESS ADDRESS	B. PERSON EXECUTING CONSENT (Signature) *	(Affix Corporate Seal)
	Strock Enterprises LTD	BY	
	2095 Old Union Road	C. TYPED NAME AND TITLE	
	Cheektowaga, NY 14227	David L. Strock, President	
		D. DATE THIS CONSENT EXECUTED	
		09/18/2015	

\*The Principal or authorized representative shall execute this Consent of Surety and Increase of Penalty with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

## 10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)

10. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)			
A	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS Aegis Security Insurance Company 2407 Park Drive, Suite 100 Harrisburg, PA 17110	B. PERSON EXECUTING CONSENT (Signature)	(Affix Seal)
		BY	
		C. TYPED NAME AND TITLE Victoria Rivera, Attorney-in-Fact	
		D. DATE THIS CONSENT EXECUTED 09/18/2015	
B	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)	(Affix Seal)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	
C	A. CORPORATE/INDIVIDUAL SURETY'S NAME AND ADDRESS	B. PERSON EXECUTING CONSENT (Signature)	(Affix Seal)
		BY	
		C. TYPED NAME AND TITLE	
		D. DATE THIS CONSENT EXECUTED	

Add similar signature blocks on the back of this form if necessary for additional co-sureties.

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 5153  
HARRISBURG, PA 17110  
(717) 657-6671 • FAX: (717) 657-6837

## BOND EXECUTION REPORT

Bond # B10 024 813

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road

## Bond Information

Effective Date: 4/27/15

Bond Rate: \$27.15 first  
\$100,000  
\$16.50 remaining \$182,915.

Expiration Date: 4/27/16

Bond Amount: \$ 282,915.

Premium Amount: \$ 5,768.00

Class Code:

Product Code:

Payable: ☒ each year  
☐ one time premium  
☐ other

☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year ☐ Continuous ☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: USACE Buffalo.

Address: 1776 Niagara Street, Buffalo, NY 14207

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 4/27/15

Bond No. B10 024 813

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

4/27/2015

Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

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**PRINCIPAL (Legal name and business address)**

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

**TYPE OF ORGANIZATION ("X" one)**

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

**STATE OF INCORPORATION**

New York

**SURETY(IES) (Name(s) and business address(es))**

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

**PENAL SUM OF BOND (whole numbers only)**

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	282	915	00

**CONTRACT DATE**

4/23/15

**CONTRACT NO.**

W912P4-15-D-0003-0001

MT Morris Dam Debris Removal 2015.

**OBLIGATION**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS**

The Principal has entered into the contract identified above.

**THEREFORE**

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1 Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1 David L Strock, President	2. 3.	

**INDIVIDUAL SURETY(IES)**


SIGNATURE(S)	1. (Seal)	2. (Seal)
	NAME(S) (Typed)	1. 2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC. Pennsylvania	LIABILITY LIMIT (\$) \$5,149,000.	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		<b>RATE PER THOUSAND (\$)</b> First \$100,000 \$27.50 per thousand Final \$182,915 \$16.50 per thousand	<b>TOTAL (\$)</b> \$5,768.00
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## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.



Bond No. B10 024 813

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

4/27/2015 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	282	915	00

## CONTRACT DATE

4/23/15

## CONTRACT NO.

W912P4-15-D-0003-0001

MT Morris Dam Debris Removal 2015.

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD (Seal)	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	Corporate Seal

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			Pennsylvania	\$ \$5,149,000.	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_\_ day of April in the year 2015, before me, the undersigned, personally appeared David L. Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 27th day of April in the year 2015, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 3153  
HARRISBURG, PA 17110  
(717) 657-9871 • FAX: (717) 657-5837

## BOND EXECUTION REPORT

Bond # B10 026 037

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road

## Bond Information

Effective Date: 8/27/2015

Bond Rate: \$27.50

Expiration Date: 8/27/2016

Bond Amount: \$47,405.26

Premium Amount: \$ \$1,304

Class Code:

Product Code:

Payable:

☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Operational Contracting Office, 914 CONG/LGC

Name: 2720 Kirkbridge Dr., Niagara Falls, NY 14304

Address:

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 4/27/15

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

8/27/2015 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	047	405	26

## CONTRACT DATE

8/14/2015

## CONTRACT NO.

FA6670-14-D-0003-0002

Repair Vehicle Inspection Building 894

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1. David L. Strock, President	2.	

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
	NAME(S) (Typed)	1.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT \$ 55,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Alissa J. Wolf, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
COUNTY OF \_\_\_\_\_ ) SS.:

On the \_\_\_\_\_ day of August in the year 2015, before me, the undersigned, personally appeared David L. Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
COUNTY OF Erie ) SS.:

On the 27th day of August in the year 2015, before me, the undersigned, personally appeared Alissa J. Wolf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 3153  
HARRISBURG, PA 17110  
(717) 657-9671 • FAX: (717) 657-5837

## BOND EXECUTION REPORT

Bond # B10 026 043

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises, LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 9/14/15

Bond Rate: \$27.50 slide

Expiration Date: 9/14/2016

Bond Amount: \$ 739,274.00

Premium Amount: \$11,982.00

Class Code:

Product Code:

Payable:

☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Fort Drum MICC,

Address: 45 West Street, Fort Drum, NY 13602.

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 9/14/2015



Bond No. B10 026 043

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

9/14/2015

Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

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## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	739	274	00

## CONTRACT DATE

07/02/2012

09/02/2015

## CONTRACT NO.

W911S2-12-D-8005

W911S2-12-D-8005-0012

Repair Borland Road.

## OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS

The Principal has entered into the contract identified above.

## THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	Corporate Seal

## INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT (\$) \$5,340,000.	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		<b>RATE PER THOUSAND (\$)</b> First \$100,000. \$27.50 per thousand Next \$500,000. \$16.50 per thousand Remaining \$239,274. \$11.00 per thousand	<b>TOTAL (\$)</b> \$11,982.00
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## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> 9/14/2015 Executed In Duplicate	OMB Number: <b>9000-0045</b> Expiration Date: <b>6/30/2016</b>
---	--	---

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>  Strock Enterprises LTD 2095 Old Union Road Cheektowaga, NY 14227-2771	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION STATE OF INCORPORATION <p style="text-align: center;">New York</p>
---	--

SURETY(IES) <i>(Name(s) and business address(es))</i>  Aegis Security Insurance Company P.O. Box 3153 Harrisburg, PA 17105	PENAL SUM OF BOND <i>(Whole numbers only)</i> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:25%;">MILLION(S)</th> <th style="width:25%;">THOUSAND(S)</th> <th style="width:25%;">HUNDRED(S)</th> <th style="width:25%;">CENTS</th> </tr> <tr> <td style="text-align: center;">000</td> <td style="text-align: center;">739</td> <td style="text-align: center;">274</td> <td style="text-align: center;">00</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">CONTRACT DATE</th> <th style="width:50%;">CONTRACT NO.</th> </tr> <tr> <td style="text-align: center;">07/02/2012 09/02/2015</td> <td style="text-align: center;">W911S2-12-D-8005 W911S2-12-D-8005-0009 Repair Borland Road.</td> </tr> </table>	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	000	739	274	00	CONTRACT DATE	CONTRACT NO.	07/02/2012 09/02/2015	W911S2-12-D-8005 W911S2-12-D-8005-0009 Repair Borland Road.
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS										
000	739	274	00										
CONTRACT DATE	CONTRACT NO.												
07/02/2012 09/02/2015	W911S2-12-D-8005 W911S2-12-D-8005-0009 Repair Borland Road.												

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. Strock Enterprises LTD <div style="text-align: right;">(Seal)</div>	2. <div style="text-align: right;">(Seal)</div>	3. <div style="text-align: right;">(Seal)</div>	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1. David L Strock, President	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1. <div style="text-align: right;">(Seal)</div>	2. <div style="text-align: right;">(Seal)</div>
NAME(S) <i>(Typed)</i>	1.	2.

**CORPORATE SURETY(IES)**

<b>SURETY A</b>	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT \$5,340,000.	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. Victoria Rivera, Attorney-in-Fact	2.		

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_ day of September in the year 2015, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 14th day of September in the year 2015, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 9153  
HARRISBURG, PA. 17110  
(717) 667-9671 • FAX: (717) 667-5897

## BOND EXECUTION REPORT

Bond # B10 026 045

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 9/28/2015

Bond Rate: \$27.50 slide

Expiration Date: 9/28/2016

Bond Amount: \$53,951.34

Premium Amount: \$1,484.00

Class Code:

Product Code:

Payable: ☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Operational Contracting Office, 914 CONG/LGC

Address: 2720 Kirkbridge Drive, Niagara Falls, NY 14304

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 9/28/2015

<b>BONDING COMPANY - ESTIMATED BREAKDOWN</b>
--

CONTRACTOR: STROCK ENTERPRISES LTD

PROJECT OWNER 914TH - DEMOLISH BLDG 811


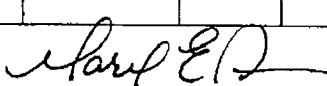
BID DATE \_\_\_\_\_

**ESTIMATED BREAKDOWN OF PROJECT**

Labor	\$ <u>15,000.00</u>	<u>27.8%</u>
Material	\$ <u>8,000.00</u>	<u>14.8%</u>
Equipment	\$ <u>15,000.00</u>	<u>27.8%</u>
Subcontractors (See Below)	\$ <u>8,000.00</u>	<u>14.8%</u>
Gross Profit	\$ <u>7,951.43</u>	<u>14.7%</u>
TOTAL	\$ <u><u>53,951.43</u></u>	<u><u>100.00%</u></u>

**SUBCONTRACTORS**

Type of Work	Estimated Cost	Bonded Y / N
O'CONNELL ELECTRICAL	\$8,000	N

<b>ORDER FOR SUPPLIES OR SERVICES</b>						PAGE 1 OF 11							
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. FA6670-14-D-0003		2. DELIVERY ORDER/ CALL NO. 0003		3. DATE OF ORDER/ CALL (YYYYMMDD) 2015 Sep 14		4. REQ./ PURCH. REQUEST NO. F5J3095128A001		5. PRIORITY					
6. ISSUED BY OPERATIONAL CONTRACTING OFFICE 914 CONF/LGC 2720 KIRKBRIDGE DR NIAGARA FALLS NY 14304-5001				7. ADMINISTERED BY (if other than 6) <b>SEE ITEM 6</b>		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)							
9. CONTRACTOR STROCK ENTERPRISES LTD. DAVID STROCK 2095 OLD UNION RD ADDRESS CHEEKTOWAGA NY 14227-2771				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED							
12. DISCOUNT TERMS Net 14 Days				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See WAWF Statement									
14. SHIP TO CIVIL ENGINEERING - F5J3DS P. BATTISTA 2405 FRANKLIN DRIVE/BLDG 403 NIAGARA FALLS, NY 14304-5063				15. PAYMENT WILL BE MADE BY DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN:DFAS-BA6D/CC P.O. BOX 369020 COLUMBUS OH 43236-9020				<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>					
16. TYPE OF ORDER		DELIVERY/ CALL <input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.									
PURCHASE <input type="checkbox"/>				Reference your quote dated Furnish the following on terms specified herein. REF:									
<p style="text-align: center;">ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>Strock Enterprises LTD</b>  NAME OF CONTRACTOR </div> <div style="width: 30%; text-align: center;">   SIGNATURE </div> <div style="width: 30%; text-align: right;"> <b>David Strock, President</b>  TYPED NAME AND TITLE </div> <div style="width: 10%; text-align: right;"> <b>2015/09/14</b>  DATE SIGNED (YYYYMMDD) </div> </div> <p><input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</p>													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE <b>See Schedule</b>													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT		
		<b>SEE SCHEDULE</b>											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA TEL: 716-236-2215 EMAIL: mary.pyleplatts@us.af.mil BY: MARY E PYLE PLATTS			 CONTRACTING / ORDERING OFFICER		25. TOTAL 26. DIFFERENCES \$53,951.34			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS				
f. TELEPHONE NUMBER					g. E-MAIL ADDRESS		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.										31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER	
a. DATE (YYYYMMDD)					b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			



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## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$53,951.34	\$53,951.34

Demolish Building 811

FFP

Contractor to furnish all plant, labor, parts, materials, equipment, tools, transportation and supervision required to complete the following construction project, RVKQ 13-0594, Demo Building 811, in strict accordance with the attached Statement of Work with applicable drawings, dated 03 March 2015 and contract clauses contained herein and as a part of the basic contract FA6670-14-D-0003, at the 914th Airlift Wing, Niagara Falls, NY 14304.

FOB: Destination

PURCHASE REQUEST NUMBER: F5J3DS5128A001

PROJECT: RVKQ 13-0594

SIGNAL CODE: A

NET AMT

\$53,951.34

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101			Lot		\$0.00

Funding for CLIN 0001

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F5J3DS5128A001

PROJECT: RVKQ 13-0594

SIGNAL CODE: A

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NET AMT	\$0.00
---------	--------

ACRN AA	\$53,951.34
---------	-------------

CIN: F5J3DS5128A0010000AA

INSPECTION AND ACCEPTANCE TERMS

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## Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	13-NOV-2015	1	CIVIL ENGINEERING - F5J3DS P. BATTISTA 2405 FRANKLIN DRIVE/BLDG 403 NIAGARA FALLS, NY 14304-5063 716-236-3103 FOB: Destination	F5J3DS
000101	N/A	N/A	N/A	N/A

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Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.223-4                      Recovered Material Certification                      MAY 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-10    COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12    LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$203.64 for each calendar day of delay until the work is completed or accepted.

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(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to 914<sup>th</sup> CONF/LGC, 2720 Kirkbridge Dr., Niagara Falls, NY 14304-5001.

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(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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**Construction Payment Invoice**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Not Applicable**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F67100
Issue By DoDAAC	FA6670
Admin DoDAAC	FA6670
Inspect By DoDAAC	F5J3DS
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	F5J3LC
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Not Applicable**

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

914 CONF/LGC, Jason P. Topick, 716.236.2214, Jason.topick.1@US.AF.MIL



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(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

ATTACHMENTS

THE FOLLOWING ATTACHMENTS (IN HARD COPY) ARE A PART OF THIS CONTRACT:

Attachment 1: Statement of Work with applicable drawings, 03 March, 2015, 4 pgs.

Attachment 2: Wage Determination NY140019, dated 09/05/2014, Building, 6 pgs.

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Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 5753740 545 6248 3A4448 010000 53601 58093F 667100 F67100 WO:A74613

AMOUNT: \$53,951.34

CIN F5J3DS5128A0010000AA: \$53,951.34

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 5165  
HARRISBURG, PA 17110  
(717) 657-9671 • FAX: (717) 657-5837

## BOND EXECUTION REPORT

Bond # B10 026 046

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 9/28/2015

Bond Rate: \$27.50 slide

Expiration Date: 9/28/2016

Bond Amount: \$539,998.86

Premium Amount: 9,790.00

Class Code:

Product Code:

Payable:

☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Operational Contracting Office, 914 CONG/LGC

Address: 2720 Kirkbridge Drive, Niagara Falls, NY 14304

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 9/28/2015

Bond No. B10 026 046

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

9/28/2015

Executed In Duplicate

OMB Number: **9000-0045**  
Expiration Date: **6/30/2016**

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL☐ PARTNERSHIP☐ JOINT VENTURE☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	539	998	86

CONTRACT DATE

09/21/2015

CONTRACT NO.

FA6670-14-D-0003-0004

Renovate Bldg 700

**OBLIGATION**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS**

The Principal has entered into the contract identified above.

**THEREFORE**

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1 Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1 David L Strock, President	2.	3.	

**INDIVIDUAL SURETY(IES)**


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	PA	\$5,340,000.00	
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
		First \$100,000 \$27.50 per thousand Next \$400,000 \$16.50 per thousand Final \$39,999 \$11.00 per thousand	\$9,790.00

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Bond No. B10 026 046

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

9/28/2015 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	539	998	86

## CONTRACT DATE

9/21/2015

## CONTRACT NO.

FA6670-14-D-0003-0004

Renovate Bldg 700

## OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

## WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
	NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
	NAME(S) (Typed)	1.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	PA	LIABILITY LIMIT	\$5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.				

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
COUNTY OF Erie ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
COUNTY OF Erie ) SS.:

On the 28th day of September in the year 2015, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 5163  
HARRISBURG, PA 17110  
(717) 657-9671 • FAX: (717) 657-5897

## BOND EXECUTION REPORT

Bond # B10 026 047

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 9/28/2015

Bond Rate: \$27.50 slide

Expiration Date: 9/28/2016

Bond Amount: \$29,971.46

Premium Amount: 824.00

Class Code:

Product Code:

Payable:

☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Operational Contracting Office, 914 CONG/LGC

Address: 2720 Kirkbridge Drive, Niagara Falls, NY 14304

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 9/28/2015

Lawley Service, Inc.  
361 Delaware Avenue  
Buffalo, New York 14202-2792

CLASS \_\_\_\_\_

**Bond Department – Fax # (716) 849-8291**

Telephone:	Brad Hall	(716) 849-8696	bhall@lawleyinsurance.com
	Pete O'Connell	(716) 849-8236	poconnell@lawleyinsurance.com
	Victoria Rivera	(716) 849-1537	vrivera@lawleyinsurance.com
	Kathy Lancaster	(716) 849-8200	klancaster@lawleyinsurance.com
	Sandy Schenck	(716) 849-8649	sschenck@lawleyinsurance.com
	Colleen Kendziora	(716) 849-1577	ckendziora@lawleyinsurance.com

**Project Information:**

Bid Date: \_\_\_\_\_ Time of Bid: \_\_\_\_\_ Date Submitted: 9/28/15 By: RYAN HECHT

Contractor: STROCK ENTERPRISES LTD

In Contract with: OPERATIONAL CONTRACTING OFFICE, 914 CONF/LGC

Address: 2720 KIRKBRIDGE DR., NIAGARA FALLS, NY 14304

Project Title / Description: CONTRACT NO. FA6670-14-D-0003-0005, "REPAIR INDOOR RANGE BLDG 427"

Estimate: \$ 29,971.46 Completion Date or Time Allowed: 90 DAYS FROM NTP

Delay Penalties / Damages: \$203.64 Payments: MONTHLY

Retention: none Maintenance / Guaranty Period: 1 YEAR

Architect: NA Address: \_\_\_\_\_

**Bid Security Requirements:**

- |   |
|---|
| <input type="checkbox"/> Bid Bond % _____ or \$ _____ Form _____ or Copy Attached _____ # of Copies <u>2</u>    |
| <input type="checkbox"/> Certified Check – Amt \$ _____ <input type="checkbox"/> Issue Substitute for bid check |
| <input type="checkbox"/> Letter of Surety Intent <input type="checkbox"/> Special wording attached              |
| <input type="checkbox"/> None / Other _____   |

**Contractor Bond Requirements:**

- |   |
|---|
| <input type="checkbox"/> Performance <u>100%</u> of Contract Price Form _____ AIA or _____ Copy Attached        |
| <input checked="" type="checkbox"/> Payment <u>100%</u> of Contract Price Form _____ AIA or _____ Copy Attached |
| <input type="checkbox"/> Maintenance _____ % of Contract Price Form _____ AIA or _____ Copy Attached            |
| <input type="checkbox"/> None / Other _____   |

**Insurance Requirements:**

- ☐ Specifications attached for LSI pre-bid review/quotation of special coverages/adequate limits
- ☐ No LSI pre-bid review of insurance specifications is required. Contractor has reviewed and will submit if contract awarded.

**Bid Results:**

Low Bidder: \_\_\_\_\_ Amount: \_\_\_\_\_

Second \_\_\_\_\_ Amount: \_\_\_\_\_

Third: \_\_\_\_\_ Amount: \_\_\_\_\_

Our Bid, if not listed above: \$ \_\_\_\_\_ # \_\_\_\_\_ of \_\_\_\_\_ Total Bidders)

**Contract Award:**

Contract Date: FA6670-14-D-0003-0005 Contract Amount: \$29,971.46 # of copies: 2

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 7
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. FA6670-14-D-0003		2. DELIVERY ORDER/ CALL NO. 0005		3. DATE OF ORDER/ CALL (YYYYMMDD) 2015 Sep 21		4. REQ./ PURCH. REQUEST NO. FSJ3DS5134A001
6. ISSUED BY OPERATIONAL CONTRACTING OFFICE 914 CONF/LGC 2720 KIRKBRIDGE DR NIAGARA FALLS NY 14304-5031		7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>		5. PRIORITY		
9. CONTRACTOR CODE 3ZML4 STROCK ENTERPRISES LTD. NAME DAVID STROCK AND 2095 OLD UNION RD ADDRESS CHEEKTOWAGA NY 14227-2771		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)		
		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL, DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		12. DISCOUNT TERMS Net 14 Days		
		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See WAWF Statement				
14. SHIP TO CODE FSJ3DS CIVIL ENGINEERING - FSJ3DS P. BATTISTA 2405 FRANKLIN DRIVE/BLDG 403 NIAGARA FALLS, NY 14304-5063		15. PAYMENT WILL BE MADE BY CODE F67100 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN:DFAS-BAASD/CC P.O. BOX 369020 COLUMBUS OH 43236-9020		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL <input checked="" type="checkbox"/> X PURCHASE <input type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.  Reference your quote dated Furnish the following on terms specified herein. REF:				
<p>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.</p> <p><b>Strock Enterprises LTD</b> <span style="float: right;"><b>David Strock, President</b> 2015/09/21</span></p> <p>NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD)</p> <p><input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</p>						
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  See Schedule						
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES		20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	<b>SEE SCHEDULE</b>					
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA TEL: 716-236-2215 EMAIL: mary.pyleplatts@us.af.mil BY: MARY E. PYLE PLATTS CONTRACTING / ORDERING OFFICER		25. TOTAL	\$29,971.46
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED			26. DIFFERENCES			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS	
f. TELEPHONE NUMBER g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.			31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER	
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.	

FA6670-14-D-0003

0005

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## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$29,971.46	\$29,971.46

Repair Indoor Firing Range, Bldg. 427

FFP

Contractor to furnish all plant, labor, parts, materials, equipment, tools, transportation and supervision required to complete the following construction project, RVKQ 16-0626, Repair Indoor Firing Range, Bldg. 427, in strict accordance with the attached Statement of Work with applicable drawings, dated 2 April 2015 and contract clauses contained herein and as a part of the basic contract (FA6670-14-D-0003) at the 914th Airlift Wing, Niagara Falls, NY 14304

FOB: Destination

PURCHASE REQUEST NUMBER: F5J3DS5134A001

PROJECT: RVKQ: 16-0626

SIGNAL CODE: A

NET AMT

\$29,971.46

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding for CLIN 0001

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F5J3DS5134A001

PROJECT: RVKQ: 16-0626

SIGNAL CODE: A

NET AMT

\$0.00

ACRN AA

CIN: F5J3DS5134A0010000AA

\$29,971.46

FA6670-14-D-0003

0005

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## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	19-JAN-2016	1	CIVIL ENGINEERING - F5J3DS P. BATTISTA 2405 FRANKLIN DRIVE/BLDG 403 NIAGARA FALLS, NY 14304-5063 716-236-3103 FOB: Destination	F5J3DS
000101	N/A	N/A	N/A	N/A

FA6670-14-D-0003

0005

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Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.223-4

Recovered Material Certification

MAY 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract 10 Calendar Days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 Calendar Days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$203.64 for each calendar day until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to **914 CONF/LGC, 2720 Kirkbridge Dr., Niagara Falls, NY 14304-5001**

FA6670-14-D-0003

0005

Page 5 of 7

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**Construction Payment Invoice**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Not Applicable**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

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## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F67100
Issue By DoDAAC	FA6670
Admin DoDAAC	FA6670
Inspect By DoDAAC	F5J3DS
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	F5J3LC
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Not Applicable**

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**914 CONF/LGC, Jason P. Topick, 716.236.2214, jason.topick.1@us.af.mil**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**ATTACHMENTS:**

THE FOLLOWING ATTACHMENTS (IN HARD COPY) ARE A PART OF THIS CONTRACT

Attachment 1: Statement of Work with applicable drawings, 02 April 2015, 3 pgs.

Attachment 2: Wage Determination NY 140019, dated 09/05/2014, 6 pgs.



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Section 00800 - Special Contract Requirements

## ACCOUNTING AND APPROPRIATION DATA

AA: 5753740 545 6248 3A4449 010000 52204 52576F 667100 F67100 WO:A74633

AMOUNT: \$29,971.46

CIN F5J3DS5134A0010000AA: \$29,971.46

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 7	
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. FA6670-14-D-0003		2. DELIVERY ORDER/ CALL NO. 0005		3. DATE OF ORDER/CALL (YYYYMMDD) 2015 Sep 21		4. REQ./ PURCH. REQUEST NO. F5J3DS5134A001	
6. ISSUED BY OPERATIONAL CONTRACTING OFFICE 914 CONF/LGC 2720 KIRKBRIDGE DR NIAGARA FALLS NY 14304-5001				7. ADMINISTERED BY (if other than 6)  <b>SEE ITEM 6</b>		5. PRIORITY	
9. CONTRACTOR CODE 3ZML4 STROCK ENTERPRISES LTD. DAVID STROCK 2095 OLD UNION RD ADDRESS CHEEKTOWAGA NY 14227-2771				10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>		8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER  (See Schedule if other)	
14. SHIP TO CODE F5J3DS CIVIL ENGINEERING - F5J3DS P. BATTISTA 2405 FRANKLIN DRIVE/BLDG 403 NIAGARA FALLS, NY 14304-5063				15. PAYMENT WILL BE MADE BY CODE F67100 DEFENSE FINANCE AND ACCOUNTING SERVICE ATTN:DFAS-BAASD/CC P.O. BOX 369020 COLUMBUS OH 43236-9020		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input checked="" type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See WAWF Statement			
<p>17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE</p> <p><b>See Schedule</b></p>							
<p>18. ITEM NO.</p> <p>19. SCHEDULE OF SUPPLIES/ SERVICES</p> <p>20. QUANTITY ORDERED/ ACCEPTED*</p> <p>21. UNIT</p> <p>22. UNIT PRICE</p> <p>23. AMOUNT</p> <p style="text-align: center;"><b>SEE SCHEDULE</b></p>							
<p>* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</p> <p>24. UNITED STATES OF AMERICA TEL: 716-236-2215 EMAIL: mary.pyleplatts@us.af.mil BY: MARY E PYLE PLATTS</p> <p>25. TOTAL \$29,971.45</p> <p>26. DIFFERENCES</p>							
<p>27a. QUANTITY IN COLUMN 20 HAS BEEN</p> <p><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED</p>							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. DO VOUCHER NO.	
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS		30. INITIALS	
36. I certify this account is correct and proper for payment.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		33. AMOUNT VERIFIED CORRECT FOR		34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS	
41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.		43. BILL OF LADING NO.			

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## Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$29,971.46	\$29,971.46

Repair Indoor Firing Range, Bldg. 427

FFP

Contractor to furnish all plant, labor, parts, materials, equipment, tools, transportation and supervision required to complete the following construction project, RVKQ 16-0626, Repair Indoor Firing Range, Bldg. 427, in strict accordance with the attached Statement of Work with applicable drawings, dated 2 April 2015 and contract clauses contained herein and as a part of the basic contract (FA6670-14-D-0003) at the 914th Airlift Wing, Niagara Falls, NY 14304

FOB: Destination

PURCHASE REQUEST NUMBER: F5J3DS5134A001

PROJECT: RVKQ: 16-0626

SIGNAL CODE: A

---

NET AMT	\$29,971.46
---------	-------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding for CLIN 0001

FFP

FOB: Destination

PURCHASE REQUEST NUMBER: F5J3DS5134A001

PROJECT: RVKQ: 16-0626

SIGNAL CODE: A

---

NET AMT	\$0.00
---------	--------

ACRN AA

CIN: F5J3DS5134A0010000AA

\$29,971.46

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## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	19-JAN-2016	1	CIVIL ENGINEERING - F5J3DS P. BATTISTA 2405 FRANKLIN DRIVE/BLDG 403 NIAGARA FALLS, NY 14304-5063 716-236-3103 FOB: Destination	F5J3DS
000101	N/A	N/A	N/A	N/A

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Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.223-4

Recovered Material Certification

MAY 2008

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract 10 Calendar Days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 Calendar Days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$203.64 for each calendar day until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to **914 CONE/LGC, 2720 Kirkbridge Dr., Niagara Falls, NY 14304-5001**

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(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

**Construction Payment Invoice**

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**Not Applicable**

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

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## Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F67100
Issue By DoDAAC	FA6670
Admin DoDAAC	FA6670
Inspect By DoDAAC	F5J3DS
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	F5J3LC
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**Not Applicable**

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

**914 CONF/LGC, Jason P. Topick, 716.236.2214, jason.topick.1@us.af.mil**

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**ATTACHMENTS:**

THE FOLLOWING ATTACHMENTS (IN HARD COPY) ARE A PART OF THIS CONTRACT

Attachment 1: Statement of Work with applicable drawings, 02 April 2015, 3 pgs.

Attachment 2: Wage Determination NY 140019, dated 09/05/2014, 6 pgs.

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Section 00800 - Special Contract Requirements

#### ACCOUNTING AND APPROPRIATION DATA

AA: 5753740 545 6248 3A4449 010000 52204 52576F 667100 F67100 WO:A74633

AMOUNT: \$29,971.46

CIN F5J3DS5134A0010000AA: \$29,971.46



## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 5169  
HARRISBURG, PA 17110  
(717) 657-9671 FAX: (717) 657-5837

## BOND EXECUTION REPORT

Bond # B10 026 049

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 10/6/2015

Bond Rate: \$27.50 slide

Expiration Date: 10/6/2016

Bond Amount: \$206,658.69

Premium Amount: 4,510.00

Class Code:

Product Code:

Payable:

☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Operational Contracting Office, 914 CONG/LGC

Address: 2720 Kirkbridge Drive, Niagara Falls, NY 14304

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 9/28/2015

Bond No. B10 026 049

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

10/6/2015 Executed In Duplicate

OMB Number: 9000-0045

Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
PO Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	206	658	69

## CONTRACT DATE

9/28/2015

## CONTRACT NO.

FA6670-14-D-0003-0006

Repair Bldg 907

## OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS

The Principal has entered into the contract identified above.

## THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	

## INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company PO Box 3153, Harrisburg, PA 17105	STATE OF INC.	PA	LIABILITY LIMIT (\$)	\$5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1. Alissa J. Wolf, Attorney-in-Fact	2.				

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		<b>RATE PER THOUSAND (\$)</b>	<b>TOTAL (\$)</b>
		First \$100,000 \$27.50 per thousand Final \$106,659.69 \$16.50 per thousand	\$4,510.00

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

10/6/2015 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
PO Box 3153  
Harrisburg, PA 17105

PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	206	658	69

CONTRACT DATE

9/28/2015

CONTRACT NO.

FA6670-14-D-0003-0006

Repair Bldg 907

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L. Strock, President	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company PO Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT \$ 5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Alissa J. Wolf, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

On the 6th day of October in the year 2015, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary PublicACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 6th day of October in the year 2015, before me, the undersigned, personally appeared Alissa J. Wolf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 5153  
HARRISBURG, PA 17110  
(717) 657-9671 FAX: (717) 657-6837

## BOND EXECUTION REPORT

Bond # B10 026 600

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 10/6/2015

Bond Rate: \$27.50 slide

Expiration Date: 10/6/2016

Bond Amount: \$57,242.00

Premium Amount: \$1,574.00

Class Code:

Product Code:

Payable:

☒ each year☐ one time premium☐ other☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Operational Contracting Office, 914 CONG/LGC

Address: 2720 Kirkbridge Drive, Niagara Falls, NY 14304

## Agent Information

Name: Lawley Construction Solution

Code #:

Commission: 32.50

Date Entered in the System 9/28/2015

Bond No. B10 026 600

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

10/6/2015 Executed In Duplicate

OMB Number: 9000-0045

Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
PO Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	057	242	00

## CONTRACT DATE

9/30/2015

## CONTRACT NO.

FA6670-14-D-0003-0008

Repair Bldg 827

## OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS

The Principal has entered into the contract identified above.

## THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1. Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	

## INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.


## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company PO Box 3153, Harrisburg, PA 17105	STATE OF INC.	PA	LIABILITY LIMIT (\$)	\$5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1. Alissa J. Wolf, Attorney-in-Fact	2.				



## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		<b>RATE PER THOUSAND (\$)</b>	<b>TOTAL (\$)</b>
		\$27.50 per Thousand	\$1,574.00

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

10/6/2015 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
PO Box 3153  
Harrisburg, PA 17105

PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	057	242	00

CONTRACT DATE

9/30/2015

CONTRACT NO.

FA6670-14-D-0003-0008

Repair Bldg 827

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	Corporate Seal

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company PO Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT \$ 5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Alissa J. Wolf, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_ day of October in the year 2015, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 6th day of October in the year 2015, before me, the undersigned, personally appeared Alissa J. Wolf, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 3163  
HARRISBURG, PA 17110  
(717) 657-6671 • FAX: (717) 657-6837

## BOND EXECUTION REPORT

Bond # B10 026 624

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 4/5/16

Bond Rate: \$2750 for 1<sup>st</sup>  
\$100,000. \$16.50 for remaining  
\$111,967.

Expiration Date: 4/5/17

Bond Amount: \$ \$211,967.34

Premium Amount: \$

Class Code:

Product Code:

Payable:

☒

each year

☐

one time premium

☐

other

☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: Operational Contracting Office, 914 CONG/LGC

Address: 2720 Kirkbridge Drive, Niagara Falls, NY 14304

## Agent Information

Lawley Agency  
Name:

Code #:

Commission: \$32.50

Date Entered in the System 4/5/16

Bond No. B10 026 624

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

4/5/2016 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL ☒ PARTNERSHIP  
☒ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	211	967	34

## CONTRACT DATE

3/7/2016

## CONTRACT NO.

FA6670-14-D-0003-0007

Repair Building Number 600.

## OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS

The Principal has entered into the contract identified above.

## THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1 Strock Enterprises LTD (Seal)	2.	3.	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1 David L Strock, President	2.	3.	

## INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	PA	\$5,340,000.00	
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b> 	<b>RATE PER THOUSAND (\$)</b>	<b>TOTAL (\$)</b>
	\$27.50 per thousand for the first \$100,000. \$16.50 per thousand for remaining \$111,967.	\$4,597.00

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

4/5/2016 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☒ INDIVIDUAL ☒ PARTNERSHIP  
☒ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	211	967	34

CONTRACT DATE

3/7/2016

CONTRACT NO.

FA6670-14-D-0003-0007

Repair Building Number 600.

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	Corporate Seal

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT \$5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		



## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_ day of April in the year 2016, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 5th day of April in the year 2016, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 3163  
HARRISBURG, PA 17110  
(717) 657-9671 • FAX: (717) 657-6807

## BOND EXECUTION REPORT

Bond # B10 027 607

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 5/16/16

Bond Rate: \$27.50

Expiration Date: 5/16/17

Bond Amount: \$ 234,714.00

Premium Amount: \$

Class Code:

Product Code:

Payable:

☒

each year

☐

one time premium

☐

other

☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year☐ Continuous☐ Term

Job Description:

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: MICC Fort Drum

Address: 45 West Street, Fort Drum, NY 13602

## Agent Information

Name: Lawley Agency

Code #:

Commission: \$32.50

5/16/16

Date Entered in the System

Bond No. B10 027 607

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

5/17/2016 Executed In Duplicate

OMB Number: 9000-0045

Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

## PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

## TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

## STATE OF INCORPORATION

New York

## SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

## PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	234	714	00

## CONTRACT DATE

07/02/2012

05/12/2016

## CONTRACT NO.

W911S2-12-D-8005

W911S2-12-D-8005-0013

Repair Storm Drainage at P25 and P26.

## OBLIGATION

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

## CONDITIONS

The Principal has entered into the contract identified above.

## THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

## WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

## PRINCIPAL

SIGNATURE(S)	1 Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1 David L Strock, President	2.	3.	

## INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

## CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.	\$5,340,000.00	
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

<b>BOND PREMIUM</b>		RATE PER THOUSAND (\$)	TOTAL (\$)
		\$21.19	\$4,973.00

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

5/17/2016 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	234	714	00

CONTRACT DATE  
07/02/2012  
05/12/2016

CONTRACT NO.  
W911S2-12-D-8005  
W911S2-12-D-8005-0013

Repair Storm Drainage at P25 and P26.

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	Corporate Seal

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	PA	LIABILITY LIMIT	\$ 5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.				
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.				

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_ day of May in the year 2016, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary PublicACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 17th day of May in the year 2016, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

---

Notary Public



## AEGIS SECURITY INSURANCE COMPANY

2407 PARK DRIVE, SUITE 200, P. O. BOX 5163  
HARRISBURG, PA 17110  
(717) 657-9671 • FAX: (717) 657-5837

## BOND EXECUTION REPORT

Bond # B10 027 614

☐ CHECK HERE IF SBA ACCOUNT/BOND

## Principal Information

Name: Strock Enterprises LTD

Address: 2095 Old Union Road, Cheektowaga, NY 14227

## Bond Information

Effective Date: 5/27/16

Bond Rate: \$27.50 first \$100,000  
\$16.50 remaining \$211,575.

Expiration Date: 5/27/17

Bond Amount: \$ 311,575.00

Premium Amount: \$ 6,241.00

Class Code:

Product Code:

Payable:

- ☒ each year  
☐ one time premium  
☐ other

☐ Fidelity ☒ Surety Type:Renewal Instructions: ☐ New each year ☐ Continuous ☐ Term

Job Description: MT MORRIS DAM DEBRIS REMOVAL 2016

Renewal Code:

Reinsurance Code:

State:

## Obligee Information

Name: USACE - Buffalo

Address: 1776 Niagara Street, Buffalo, NY 14207

## Agent Information

Name: Lawley Agency

Code #:

Commission: \$32.50

5/27/16

Date Entered in the System

Bond No. B10 027 614

**PERFORMANCE BOND**  
 (See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)  
 5/26/2016 Executed In Duplicate

OMB Number: 9000-0045  
 Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
 2095 Old Union Road  
 Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
 P.O. Box 3153  
 Harrisburg, PA 17105

PENAL SUM OF BOND (whole numbers only)

MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS
000	311	575	00

CONTRACT DATE

5/17/2016

CONTRACT NO.

W912P4-15-D-0003-0002

MT MORRIS DAM DEBRIS

OBLIGATION

REMOVAL 2016

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we the sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 U.S.C. Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1 Strock Enterprises LTD (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1 David L Strock, President	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1. (Seal)	2. (Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
			PA	\$5,340,000.00	
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM		RATE PER THOUSAND (\$)	TOTAL (\$)
		\$27.50 first \$100,000. \$16.50 remaining \$211,575.00	\$6,241.00

## INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

5/26/2016 Executed In Duplicate

OMB Number: 9000-0045  
Expiration Date: 6/30/2016

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average 60 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0045, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Strock Enterprises LTD  
2095 Old Union Road  
Cheektowaga, NY 14227-2771

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP  
☐ JOINT VENTURE ☒ CORPORATION

STATE OF INCORPORATION

New York

SURETY(IES) (Name(s) and business address(es))

Aegis Security Insurance Company  
P.O. Box 3153  
Harrisburg, PA 17105

PENAL SUM OF BOND (Whole numbers only)

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
000	311	575	00

CONTRACT DATE

5/17/2016

CONTRACT NO.

W912P4-15-D-0003-0002

MT MORRIS DAM DEBRIS

REMOVAL 2016

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1. Strock Enterprises LTD	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1. David L Strock, President	2.	3.	

**INDIVIDUAL SURETY(IES)**

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS	Aegis Security Insurance Company P.O. Box 3153, Harrisburg, PA 17105	STATE OF INC. PA	LIABILITY LIMIT \$ 5,340,000.00	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1. Victoria Rivera, Attorney-in-Fact	2.		

## CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 U.S.C. Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016, before me, the undersigned, personally appeared David L Strock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF New York )  
 ) SS.:  
COUNTY OF Erie )

On the 26th day of May in the year 2016, before me, the undersigned, personally appeared Victoria Rivera, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public